

In re:) Chapter 11
)
Delphi Corporation, et al.) Case No. 05-44481 (RDD)
) (Jointly Administered)

Response to 9th Omnibus Objection to Claims by Delphi Corporation, *et al*; Sierra Liquidity Fund, LLC (Assignee); Applied Tech Industries, Inc. (Assignor), Claim No. 2440

from: Sierra Liquidity Fund, LLC (Assignee); Applied Tech Industries, Inc. (Assignor), Claim No. 2440, 2699 White Road, Ste. 255, Irvine, CA 92614, (949) 660-1144, ext. 17, fax: 949-660-0632, saugust@sierrafunds.com, tgazra@sierrafunds.com

to: Chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004

Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel)

Counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, IL 60606 (Attn: John Wm. Butler, Jr., John K. Lyons, and Randall G. Reese)

re: Sierra Liquidity Fund, LLC (Assignee); Applied Tech Industries, Inc. (Assignor), Claim No. 2440

date: Wednesday, February 28th, 2007

Sierra Liquidity Fund, LLC ("Sierra") has received the Debtor's 9th Omnibus Objection to claims requesting that the above claim in the amount of \$3,690.68 be reduced and modified on the basis that the claim and asserted liability are not owing pursuant to the Debtor's books and records.

Sierra Liquidity Fund, LLC (Assignee) and Applied Tech Industries, Inc. (Assignor) ("Applied") Object to this Objection.

1. Please find attached sufficient documentation supporting the filed Proof of Claim # 2440 in an amount of \$3,690.68.
2. Upon review of the filed Proof of Claim and supporting documentation, we dutifully request that Debtors and the Court allow Claim # 2440 for the full filed amount of \$3,690.68 as liquidated and undisputed.
3. To expedite this matter, we suggest a Stipulation Agreement be prepared for the amount of \$3,690.68 and sent immediately to Sierra's attention for signature.
4. Copies of the following have been enclosed with this response: The Notice of 9th Omnibus Objection to Claim # 2440, the transfer agreement executed between Sierra Liquidity Fund, LLC (Assignee/Transferee) and Applied Tech Industries, Inc. (Assignor), Proof of Claim # 2440 as originally filed by Sierra Liquidity Fund, LLC as Assignee and Attorney-In-Fact for Applied Tech Industries, Inc. (Assignor) and the supporting documentation requested for claim # 2440 evidencing the amount of \$3,690.68 owed on Claim # 2440 filed by Sierra Liquidity Fund, LLC; Assignor: Applied Tech Industries, Inc. **The supporting documents in Proof of Claim # 2440 include Invoices, Purchase Orders, and Proof of Deliveries.**
5. Sierra and Applied see no basis on behalf of the Debtor for the proposed reduction and modification of Claim # 2440, as the supporting claim documentation (Invoices, Purchase Orders, and Proofs of Deliveries) clearly show a preponderance of evidence that the claim in the amount of \$3,690.68 remains due and owing as a valid unpaid pre-petition unsecured claim.
6. Sierra and Applied do not object to the proposed Modified Debtor for which Claim # 2440 is against.

Please contact any of the following at your earliest convenience to resolve the objection.

Sierra Liquidity Fund, LLC Assignee and Attorney-In-Fact for Applied Tech Industries, Inc..

Scott August
949-660-1144, ext. 17
saugust@sierrafunds.com

Tammy Garza
949-660-1144 ext. 22
tgazra@sierrafunds.com

Jim Riley
949-660-1144 ext. 16
jriley@sierrafunds.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re : Chapter 11
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
----- x

NOTICE OF OBJECTION TO CLAIM

Applied Tech Industries & Sierra Liquidity Fund:

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are sending you this notice. According to the Debtors' records, you filed one or more proofs of claim in the Debtors' reorganization cases. Based upon the Debtors' review of your proof or proofs of claim, the Debtors have determined that one or more of your claims identified in the table below should be disallowed and expunged as summarized in that table and described in more detail in the Debtors' Ninth Omnibus Objection To Certain Claims (the "Ninth Omnibus Objection"), a copy of which is enclosed (without exhibits). The Debtors' Ninth Omnibus Objection is set for hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time) before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. AS FURTHER DESCRIBED IN THE ENCLOSED NINTH OMNIBUS OBJECTION AND BELOW, THE DEADLINE FOR YOU TO RESPOND TO THE DEBTORS' OBJECTION TO YOUR CLAIM(S) IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MARCH 15, 2007. IF YOU DO NOT RESPOND TIMELY IN THE MANNER DESCRIBED BELOW, THE ORDER GRANTING THE RELIEF REQUESTED MAY BE ENTERED WITHOUT ANY FURTHER NOTICE TO YOU OTHER THAN NOTICE OF ENTRY OF AN ORDER.

The enclosed Ninth Omnibus Objection identifies six different categories of objections. The category of claim objection applicable to you is identified in the table below in the column entitled "Basis For Objection":

Claims identified as having a Basis For Objection of "Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim.

Claims identified as having a Basis For Objection of "Untimely Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim, and also were not timely filed pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof, dated April 12, 2006 (Docket No. 3206) (the "Bar Date Order").

Claims identified as having a Basis For Objection of "Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records and were also not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Untimely Claim" are those Claims were not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Claims Subject to Modification" are those Claims for which (a) the Debtors have determined were overstated or were denominated in foreign currencies and the Debtors seek to modify to a fully liquidated, U.S.-denominated amount, and/or (b) the Debtors seek to appropriately re-classify the total amount of such remaining Claims, and/or (c) the Debtors seek to specify the appropriate Debtor by case number.

Date Filed	Claim Number	Asserted Claim Amount ¹	Basis For Objection	Treatment Of Claim		
				Modified Debtor	Modified Amount	Modified Nature
3/28/2006	2440	\$3,690.68	Claims Subject to Modification	05-44640	\$1,915.70	General Unsecured

L₁ DAS

If you wish to view the complete exhibits to the Ninth Omnibus Objection, you can do so on www.delphidocket.com. If you have any questions about this notice or the Ninth Omnibus Objection to your claim, please contact Debtors' counsel by e-mail at delphi@skadden.com, by telephone at 1-800-718-5305, or in writing to Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton). Questions regarding the amount of a claim or the filing of a claim should be directed to Claims Agent at 1-888-249-2691 or www.delphidocket.com. CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

THE PROCEDURES SET FORTH IN THE ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m), 3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS, ENTERED DECEMBER 7, 2006 (THE "CLAIMS OBJECTION PROCEDURES ORDER"), ARE APPLICABLE TO YOUR PROOFS OF CLAIM THAT ARE SUBJECT TO OBJECTION BY THE DEBTORS PURSUANT TO THE OBJECTION SET FORTH ABOVE. A COPY OF THE CLAIMS OBJECTION PROCEDURES

¹ Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated or is denominated in a foreign currency.

ORDER IS INCLUDED HERewith. THE FOLLOWING SUMMARIZES THE PROVISIONS OF THAT ORDER BUT IS QUALIFIED IN ALL RESPECTS BY THE TERMS OF THAT ORDER.

If you disagree with the Ninth Omnibus Objection, you must file a response (the "Response") and serve it so that it is actually received by no later than 4:00 p.m. (Prevailing Eastern Time) on March 15, 2007. Your Response, if any, to the Ninth Omnibus Claims Objection must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Claims Objection Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton).

Your Response, if any, must also contain at a minimum the following: (i) the title of the claims objection to which the Response is directed; (ii) the name of the claimant and a brief description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed and expunged, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the claims objection; (iv) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that you need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that you must disclose to the Debtors all information and provide copies of all documents that you believe to be confidential, proprietary, or otherwise protected and upon which you intend to rely in support of the claim; (v) to the extent that the claim is contingent or fully or partially unliquidated, the amount that you believe would be the allowable amount of such claim upon liquidation of the claim or occurrence of the contingency, as appropriate; and (vi) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the claim.

If you properly and timely file and serve a Response in accordance with the above procedures, and the Debtors are unable to reach a consensual resolution with you, the hearing on any such Response will automatically be adjourned from the March 22, 2007 hearing date to a future date to be set pursuant to the Claims Objection Procedures Order. With respect to all uncontested objections, the Debtors have requested that the Court conduct a final hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time).

IF ANY PROOF OF CLAIM LISTED ABOVE ASSERTS CONTINGENT OR UNLIQUIDATED CLAIMS, YOU ARE REQUIRED BY THE CLAIMS OBJECTION PROCEDURES ORDER TO INCLUDE THE AMOUNT THAT YOU BELIEVE WOULD BE THE ALLOWABLE AMOUNT OF SUCH CLAIM UPON LIQUIDATION OF THE CLAIM OR OCCURRENCE OF THE CONTINGENCY, AS APPROPRIATE, IN ANY RESPONSE TO THE OBJECTION. PURSUANT TO THE CLAIMS OBJECTION PROCEDURES ORDER, THE DEBTORS MAY ELECT, IN THEIR SOLE DISCRETION, TO PROVISIONALLY ACCEPT SUCH AMOUNT AS THE ESTIMATED AMOUNT OF YOUR PROOF OF CLAIM PURSUANT TO SECTION 502(c) OF THE

BANKRUPTCY CODE FOR ALL PURPOSES OTHER THAN ALLOWANCE, BUT INCLUDING VOTING AND ESTABLISHING RESERVES FOR PURPOSES OF DISTRIBUTION. YOUR PROOF OF CLAIM WOULD REMAIN SUBJECT TO FURTHER OBJECTION AND REDUCTION, AS APPROPRIATE, AND TO SECTION 502(j) OF THE BANKRUPTCY CODE. THE DEBTORS' ELECTION WOULD BE MADE BY SERVING YOU WITH A NOTICE IN THE FORM ATTACHED TO THE CLAIMS OBJECTION PROCEDURES ORDER.

The Bankruptcy Court will consider only those Responses made as set forth herein and in accordance with the Claims Objection Procedures Order. If no Responses to the Ninth Omnibus Objection are timely filed and served in accordance with the procedures set forth herein and in the Claims Objection Procedures Order, the Bankruptcy Court may enter an order sustaining the Ninth Omnibus Objection without further notice other than notice of the entry of such an order as provided in the Claims Objection Procedures Order. Thus, your failure to respond may forever bar you from sustaining a claim against the Debtors.

APPLIED TECH INDUSTRIES & SIERRA LIQUIDITY FUND
SIERRA LIQUIDITY FUND
2699 WHITE RD STE 255
IRVINE CA 92614

Transfer of Claim

Delphi Corporation, et al.

This agreement (the "Agreement") is entered into between Applied Tech Industries, ("Assignor") and Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC or assignee ("Assignee") with regard to the following matters:

1. Assignor in consideration of the sum of _____, of the current amount outstanding on the Assignor's trade claim (the "Purchase Price"), does hereby transfer to Assignee all of the Assignor's right, title and interest in and to all of the claims of Assignor (the "Claim") against Delphi Corporation, et al. (affiliates, subsidiaries and other related debtors) (the "Debtor"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court of New York, Southern District, in the current amount of not less than \$3,690.68 [insert the amount due, which shall be defined as "the Claim Amount"], and all rights and benefits of the Assignor relating to the Claim including, without limitation, Assignor's rights to receive interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, instruments, and other property which may be paid or issued by the Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment is an absolute and unconditional assignment of ownership of the Claim, and shall not be deemed to create a security interest.
2. Assignee shall be entitled to all distributions made by the Debtor on account of the Claim, even distributions made and attributable to the Claim being allowed in the Debtor's case, in an amount in excess of the Claim Amount. Assignor represents and warrants that the amount of the Claim is not less than the Claim Amount, that this amount is the true and correct amount owed by the Debtor to the Assignor, and that no valid defense or right of set-off to the Claim exists.
3. Assignor further represents and warrants that no payment has been received by Assignor or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim, in whole or in part, to any third party, that Assignor owns and has title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.
4. Should it be determined that any transfer by the Debtor to the Assignor is or could have been avoided as a preferential payment, Assignor shall repay such transfer to the Debtor in a timely manner. Should Assignor fail to repay such transfer to the Debtor, then Assignee, solely at its own option, shall be entitled to make said payment on account of the avoided transfer, and the Assignor shall indemnify the Assignee for any amounts paid to the Debtor. If the Bar Date for filing a Proof of Claim has passed, Assignee reserves the right, but not the obligation, to purchase the Trade Claim for the amount published in the Schedule F.
5. Assignor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this agreement, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise), any other matter relating to the proceedings, the Debtor, or the likelihood of recovery of the Claim. Assignor represents that it has adequate information concerning the business and financial condition of the Debtor and the status of the Proceedings to make an informed decision regarding its sale of the Claim.
6. In the event that the Claim is disallowed, reduced, subordinated, or impaired for any reason whatsoever, Assignor agrees to immediately refund and pay to Assignee, a pro-rata share of the Purchase Price equal to the ratio of the amount of the Claim disallowed divided by the Claim, plus 8% interest per annum from the date of this Agreement. The Assignee, as set forth below, shall have no obligation to otherwise defend the Claim, and the refund obligation of the Assignor pursuant to this section shall be absolutely payable to Assignee without regard to whether Assignee defends the Claim. The Assignee or Assignor shall have the right to defend the claim, only at its own expense and shall not look to the counterparty for any reimbursement for legal expenses.
7. To the extent that it may be required by applicable law, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim. Assignor grants unto Assignee full authority to do all things necessary to enforce the Claim and Assignor's rights thereunder. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that the Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings or in any other dispute arising out of or relating to the Claim, whether or not suit or other proceedings are commenced, and whether in mediation, arbitration, at trial, on appeal, or in administrative proceedings. Assignor agrees to

take such reasonable further action, as may be necessary or desirable to effect the Assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

8. Assignor shall forward to Assignee all notices received from the Debtor, the court or any third party with respect to the Claim, including any ballot with regard to voting the Claim in the Proceeding, and shall take such action with respect to the Claim in the proceedings, as Assignee may request from time to time. Assignor acknowledges that any distribution received by Assignor on account of the Claim from any source, whether in form of cash, securities, instrument or any other property or right, is the property of and absolutely owned by the Assignee, that Assignor holds and will hold such property in trust for the benefit of Assignee and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

9. In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case filed on account of the Assignor), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney fees.

10. The terms of this Agreement shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.

11. Assignor hereby acknowledges that Assignee may at any time further assign the Claim together with all rights, title and interests of Assignee under this Agreement. All representations and warranties of the Assignor made herein shall survive the execution and delivery of this Agreement. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

12. This contract is not valid and enforceable without acceptance of this Agreement with all necessary supporting documents by the Transferee, as evidenced by a countersignature of this Agreement. The Assignee may reject the proffer of this contract for any reason whatsoever.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement may be brought in any state or federal court located in California, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Agreement, and in any action hereunder, Assignor and Assignee waive any right to demand a trial by jury.

If you have filed a Proof of Claim please check here: _____

Please include invoices, purchase orders, and/or proofs of delivery that relate to the claim.

Assignor hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objection thereto and its right to receive notice pursuant to rule 3001 of the rules of the Bankruptcy procedure.

IN WITNESS WHEREOF, the undersigned Assignor hereto sets his hand this 18 day of November, 2005.

ATTEST

By John A. Candela
Signature
JOHN A. CANDELA
[Print Name and Title] VP. OF FINANCE
586-755-4053
Phone Number

Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC, et al.
2699 White Rd, Ste 255, Irvine, CA 92614
949-660-1144 x17; fax: 949-660-0632 jriley@sierrafunds.com
10/20/05

Applied Tech Industries, Inc
Name of Company
50271 E. Russell Schmidt
Street Address
Chesterfield, MI 48051
City, State & Zip
586-755-6929 JCANDELA@PARTS
Fax Number Email FINISHING, LLC

[Signature]
Agreed and Acknowledged,
Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC, et al

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United States Bankruptcy Court Southern District Of New York		PROOF OF CLAIM
Name of Debtor Delphi Corporation & Delphi Automotive Systems, LLC		This Space For Court Use Only
Case Number 05-44481 & 05-44640		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): APPLIED TECH INDUSTRIES & Sierra Liquidity Fund		This Space For Court Use Only
Name and Address where notices should be sent: Sierra Liquidity Fund 2699 White Road - Suite 255 Irvine, CA 92614		
Telephone Number: 949-660-1144 x 17		
Last four digits of account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated: _____
1. Basis for Claim <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2. Date debt was incurred: Various		3. If court judgment, date obtained: _____
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations. Unsecured Nonpriority Claim \$ 3,690.68 <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured claim, all or part of which is entitled to priority Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		
5. Total Amount of Claim at Time Case Filed: \$ 3,690.68 (Unsecured) (Secured) (Priority) (Total) <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		This Space For Court Use Only
Date: 3/23/06 Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): J.S. RILEY		

Penalty for presenting fraudulent claim: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

18-Nov-05

APPLIED TECH IND DELPHI CHP 11 OCT 8, 2005

Type	Date	Num	Memo	Due Date	Open Balance
Delphi Energy & Chassis					
Invoice	08/15/2005	13082	cd	09/14/2005	488.88
Invoice	08/16/2005	13098	cd	09/15/2005	419.04
Invoice	08/17/2005	13118	cd	09/16/2005	419.04
Invoice	09/23/2005	13604	cd	10/23/2005	719.00
Invoice	09/29/2005	13681	cd	10/29/2005	419.04
Invoice	09/30/2005	13702	cd	10/30/2005	209.52
Invoice	10/04/2005	13751	Chp 11 10-8-05	11/03/2005	406.46
Invoice	10/05/2005	13774	cd revised smr/Chp 11 10-8-05	11/04/2005	609.70
Total Delphi Energy & Chassis					3,690.68
TOTAL					3,690.68



RETURNED DEPOSITED ITEM NOTICE

Huntington National Bank Doc 7233 Filed 03/13/07 Entered 03/14/07 15:47:35 Main Document
 Date: Oct 18, 2005 Advice D-202145 Pg 10 of 30

Acct: 089/1381665668

The attached deposit item(s) have been returned to us unpaid and are being deducted from your account. A fee will be charged for each returned item. (614) 480-2001

SEQ #	ITEM AMOUNT
000102	270.98
000101	628.56

Bounced Check
W/ 17,172.03 + 412.50 per system.
10-11-05 Deposit

APPLIED TECH INDUSTRIES
 13251 STEPHENS RD
 WARREN MI 48089-4377

2 Items charged totaling \$899.54

Advice Total \$899.54

⑆402333198⑆ 000001381665668⑈ ⑆0000202145⑆

phi
 irsement Services (NB)
 Box 62530
 nix, AZ 85082-2530

DELPHI

CHECK No. 900521651 50-937 213

DATE
 10/05/05

*****628 DOLLARS

****56 CENTS

AMOUNT

*****628.56

APPLIED TECH INDUSTRIES
 DIV OF PARTS FINISHING GROUP
 50571 E RUSSELL SCHMIDT BLVD
 CHESTERFIELD MI 48051

RETURN TO FED UTICA
 FOR REASON ADVISED (Disbursement Account)

REFER TO MAJER

RETURNED BY

JPMORGAN CHASE BANK, N.A.
 50-937

THE
 DER

se Manhattan Bank, N.A.
 o, New York

AUDIT

10-11-05 before Chpt 11

13681 13702

⑆900521651⑆ ⑆021309379⑆ 601⑈ 2⑈ 50442⑈

⑆0000062856⑆

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DATE	INVOICE #
8/15/2005	13082

BILL TO:

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417

SHIP TO:

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417
Dock 11
ATTENTION Tom MC Naulty

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
-------------	-------	-----	------	-----	--------	---------

Net 30 Ho... 8/15/2005 arnold Tra...

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
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2,800	22146688	Delphi PO# 550037344	0.1746	488.88
		SID#86743644,86735111		

7 @ 4809#
COLLECT

Thank you for your business.

TOTAL \$488.88

Applied Tech Industries
50271 E. Russell Schmidt Blvd.
Chesterfield, MI.48051
(586) 949-2735

DATE	INVOICE #
8/16/2005	13098

BILL TO:

SHIP TO:

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417
Dock 11
ATTENTION Tom MC Naulty

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
-------------	-------	-----	------	-----	--------	---------

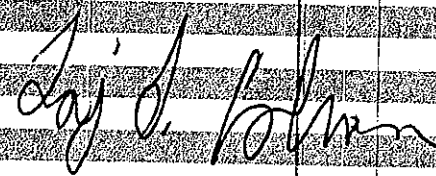
Net 30 Ho... 8/16/2005 arnold Tra...

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
----------	-----------	-------------	------------	--------

2,400	22146688	Delphi PO# 550037344 SID#86752976	0.1746	419.04
-------	----------	--------------------------------------	--------	--------

6 @ 4122#

COLLECT



Thank you for your business.

TOTAL \$419.04

Applied Tech Industries

Pg 13 of 30

50271 E. Russell Schmidt Blvd.

Chesterfield, MI 48051

(586) 949-2735

DATE

INVOICE #

8/17/2005

13118

BILL TO:

SHIP TO:

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417
Dock 11
ATTENTION Tom MC Nulty

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
-------------	-------	-----	------	-----	--------	---------

Net 30

Ho... 8/17/2005 P/U

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
----------	-----------	-------------	------------	--------

2,400

22146688

Delphi PO# 550037344
SID#86761133

0.1746

419.04

6 @ 4122#
COLLECT

Thank you for your business.

TOTAL

\$419.04

Invoice

05-44481-rdd Doc 7233
Applied Tech Industries

Filed 03/13/07 Entered 03/14/07 15:47:35
Pg 14 of 30

Main Document

50271 E. Russell Schmidt Blvd.
Chesterfield, MI. 48051
(586) 949-2735

Signature

DATE	INVOICE #
9/23/2005	13604

BILL TO:

SHIP TO:

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417
Dock 11
ATTENTION Tom MC Naulty

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
-------------	-------	-----	------	-----	--------	---------

450137420	Net 30	Ho...	9/23/2005	arnold Tra..		
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QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
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7.19	BRACKET	DELPHI	100.00	719.00
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PT#22119713 QTY 280

PT#22219715 QTY 705

CLEANED & REPAINTED

ATTENTION DICK PENROD

3 @ 2466#

COLLECT

Signature

Thank you for your business.

TOTAL \$719.00

Applied Tech Industries
50271 E. Russell Schmidt Blvd.
Chesterfield, MI.48051
(586) 949-2735

DATE

INVOICE #

9/30/2005

13702

BILL TO:

SHIP TO:

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417
Dock 11
ATTENTION Tom MC Naulty

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
-------------	-------	-----	------	-----	--------	---------

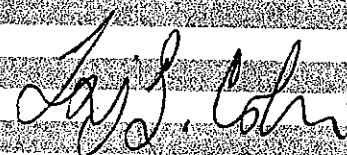
Net 30

Ho... 9/30/2005

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
----------	-----------	-------------	------------	--------

1,200	22146688	Delphi PO# 550037344 SID#87040095	0.1746	209.52
-------	----------	--------------------------------------	--------	--------

3 @ 2061#
COLLECT



Thank you for your business.

TOTAL

\$209.52

50271 E. Russell Schmidt Blvd.
Chesterfield, MI.48051
(586) 949-2735

DATE	INVOICE #
10/4/2005	13751

BILL TO:

SHIP TO:

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417
Dock 11
ATTENTION Tom MC Naulty

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30	Ho...	10/4/2005	arnold Tra...		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
2,400	22146688	Delphi PO# 550037344 SID#87063257,87048208 6 @ 4122# COLLECT			0.16936	406.46
<div>Revised Price decrease</div> <div>See attached for proof of delivery</div>						

Thank you for your business.

TOTAL \$406.46

Applied Tech Industries
50271 E. Russell Schmidt Blvd.
Chesterfield, MI. 48051
(586) 949-2735

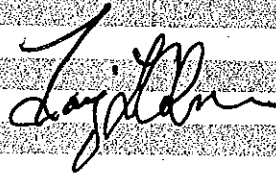
DATE	INVOICE #
10/5/2005	13774

BILL TO:

SHIP TO:

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417

Delphi Energy & Chassis
2701 Home Ave
Dayton OH 45417
Dock 11
ATTENTION Tom MC Naulty

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30	Ho...	10/5/2005	arnold Tra..		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
3,600	22146688	Delphi PO# 550037344 SID#87063257			0.16936	609.70
9 @ 6183# COLLECT						
						

Thank you for your business.

TOTAL \$609.70

Nov. 15. 2005 2:10PM

No. 8492 P. 2

DELPHI

FAXED

Energy & Chassis Systems
Page 1 of 8

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number 550037344 ✓
Date Issued 23-Sep-2003
Version 18-Aug-2005 14:29:38

Marcella Lynn
937 455-9426

ADDITION
TO BROUWER CONTRACT

PARTS FINISHING GROUP INC
13251 STEPHENS RD
WARREN MI 48089

Vendor No: 1010729
DUNS No: 622844165

Payment Terms: ZCAD Currency: USD

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

00110 459020 H401 DELPHI E & C HOME AVENUE
MT ASM ENG (SEE 9761460)
ENGINE MOUNT ASSEMBLY

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 459021 H401 DELPHI E & C HOME AVENUE
MT ASM-ENG (SEE 9761460)
ENGINE MOUNT ASSEMBLY

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00170 1613479 H401 DELPHI E & C HOME AVENUE
HYD ENG MOUNT ASM-OBS.R3144B 2/04RBNONE

THIS AMENDMENT CHANGES ITEM

Purchasing Contact: DeVilbiss, Rick
Phone: 937-455-7824
Fax: 937-455-9133

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORRER BLVD.
KETTERING OH 45420

Nov. 12. 2005 2:10PM

No. 8492 P. 3

DELPHI

Energy & Chassis Systems
Page 2 of 8

PARTS FINISHING GROUP INC
13251 STEPHENS RD
WARREN MI 48089

Requirements Contract

PO Number 550037344 Date Issued 23-Sep-2003
Version 18-Aug-2005 14:29:38

Item No.	Material No.	Description	Plant
----------	--------------	-------------	-------

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 10064949 H401 DELPHI E & C HOME AVENUE
MT ASM SERVICE GREEN

mt asm service green
THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	100.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	97.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	94.09	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 14031472 H401 DELPHI E & C HOME AVENUE
ENG MT ASM-RH (SEE 9761650)

ENGINE MOUNT ASSEMBLY
THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 14039405 H401 DELPHI E & C HOME AVENUE
MT ASM-ENG (SEE 9765611)

ENGINE MOUNT ASSEMBLY
THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00160 14082804 H401 DELPHI E & C HOME AVENUE
ENGINE MOUNT ASM-(SEE 9761650)

ENGINE MOUNT ASSEMBLY
THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 15037192 H401 DELPHI E & C HOME AVENUE
MT ASM CF4&P TK

THIS AMENDMENT CHANGES ITEM

Nov. 15. 2005 2:10PM

No. 8492 P. 4

DELPHI

Energy & Chassis Systems

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PARTS FINISHING GROUP INC
13251 STEPHENS RD
WARREN MI 48089

Requirements Contract

PO Number 550037344 Date Issued 23-Sep-2003
Version 18-Aug-2005 14:29:38

Item No.	Material No.	Description	Plant
		Valid From Valid To Currency Price Price Unit UOM	
		15-Jul-2003 30-Sep-2004 USD 200.00 1,000 PC	
		01-Oct-2004 30-Sep-2005 USD 194.00 1,000 PC	
		01-Oct-2005 31-Dec-2006 USD 188.18 1,000 PC	

This Requirement Contract is for 100% unless otherwise specified.

00180 17982121 H401 DELPHI E & C HOME AVENUE

ENG MT ASM (SEE 17982120)
TRANSMISSION MOUNT ASSEMBLY - RH REAR
(COATED)
THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	150.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	154.50	1,000	PC
01-Oct-2005	31-Dec-2006	USD	141.14	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00190 17984499 H401 DELPHI E & C HOME AVENUE

ENG. MOUNT ASM (SEE CHT 17981798)
ENGINE MOUNT ASSEMBLY
THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00200 17989560 H401 DELPHI E & C HOME AVENUE

TRANS MT ASM REAR (SEE 17933134)
TRANSMISSION MOUNT ASSEMBLY - REAR
THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010 22112499 H401 DELPHI E & C HOME AVENUE

ENGINE MT ASM LOBS.R2944B 8/04RB22219713
MOUNT ASSEMBLY
THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22112500 H401 DELPHI E & C HOME AVENUE

ENGINE MT ASM OBS.R2944B 7/05RB22219714
MOUNT ASSEMBLY
THIS AMENDMENT CHANGES ITEM

Nov. 15. 2005 2:11PM

No. 8492 P. 5

DELPHI

Energy & Chassis Systems

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PARTS FINISHING GROUP INC
13251 STEPHENS RD
WARREN MI 48089

Requirements Contract

PO Number 550037344 Date Issued 23-Sep-2003
Version 18-Aug-2005 14:29:38

Item No.	Material No.	Description	Plant
		Valid From	Valid To
		Currency	Price
		Price Unit	UOM
		15-Jul-2003	30-Sep-2004
		01-Oct-2004	30-Sep-2005
		01-Oct-2005	31-Dec-2006
		USD	200.00
		USD	194.00
		USD	188.18
			1,000
			1,000
			1,000
			PC
			PC
			PC

This Requirement Contract is for 100% unless otherwise specified.

00030

22145447

TORQUE STRUT ASM (SEE 22146054)

H401 DELPHI E & C HOME AVENUE

TORQUE STRUT ASSY

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	120.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	116.40	1,000	PC
01-Oct-2005	31-Dec-2006	USD	112.91	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040

22145863

ENGN MT ASM LH-OBSR2944B 7/04RB22219715

H401 DELPHI E & C HOME AVENUE

ENGINE MOUNT ASSEMBLY

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050

22146688

TRANSMISSION MOUNT ASM

H401 DELPHI E & C HOME AVENUE

TRANSMISSION MOUNT

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	180.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	174.60	1,000	PC
01-Oct-2005	31-Dec-2006	USD	169.36	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060

22146933

CHT-OTL-TOP MOUNT ASM-LH FT

H401 DELPHI E & C HOME AVENUE

TOP MOUNT

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	100.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	97.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	94.09	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070

22146934

CHT-OTL-TOP MOUNT ASM-RH-FT

H401 DELPHI E & C HOME AVENUE

TOP MOUNT

THIS AMENDMENT CHANGES ITEM

Nov. 15, 2005 2:11PM

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DELPHI

Energy & Chassis Systems

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PARTS FINISHING GROUP INC
13251 STEPHENS RD
WARREN MI 48089

Requirements Contract

PO Number	Date Issued
550037344	23-Sep-2003
Version	
18-Aug-2005 14:29:38	

Item No.	Material No.	Description	Plant
		Valid From	Valid To
		Currency	Price
		Price Unit	UOM
		15-Jul-2003	30-Sep-2004
		01-Oct-2004	30-Sep-2005
		01-Oct-2005	31-Dec-2006
		USD	100.00
		USD	97.00
		USD	94.09
			1,000
			1,000
			1,000
			PC
			PC
			PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22174912 H401 DELPHI E & C HOME AVENUE

MT ASM BLUE

MOLDED ASM.

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	120.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	116.40	1,000	PC
01-Oct-2005	31-Dec-2006	USD	112.91	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22179010 H401 DELPHI E & C HOME AVENUE

STRUT MT ASM BLUE (SEE 22146085)

INSULATOR - MOUNT

USED IN 22179013

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
15-Jul-2003	30-Sep-2004	USD	200.00	1,000	PC
01-Oct-2004	30-Sep-2005	USD	194.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	188.18	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes

This Contract replaces previous contract # 550035843.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such

Nov. 15. 2005 2:11PM

No. 8492 P. 1

DELPHI

Energy & Chassis Systems

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PARTS FINISHING GROUP INC
13251 STEPHENS RD
WARREN MI 48089

Requirements Contract

PO Number

550037344

Version

18-Aug-2005 14:29:38

Date Issued

23-Sep-2003

Item No.	Material No. Description	Plant
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Notes Continued:

Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Nov. 15. 2005 2:11PM

No. 8492 P. 8

DELPHI

Energy & Chassis Systems

Page 7 of 8

PARTS FINISHING GROUP INC
13251 STEPHENS RD
WARREN MI 48089

Requirements Contract

PO Number 550037344 Version 18-Aug-2005 14:29:38	Date Issued 23-Sep-2003
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Item No.	Material No. Description	Plant
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Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

1. Consignee agrees to maintain perpetual inventory records and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile an up-to-date as of the end of the month inventory status (on Delphi Energy and Chassis Form 409F1) monthly to the designated Delphi Chassis PC&L contact by the third working day of each month for prior month.
3. Consignee agrees to segregate Delphi Energy and Chassis' material and provide adequate protection for Delphi Energy Chassis' inventory.
4. Consignee agrees to accept responsibility for inventory losses.
5. Consignee agrees to accept responsibility for scrap incurred by the Consignee.
6. Consignee agrees to allow Delphi Energy and Chassis PC&L and Finance Representatives the right to audit inventories as requested.
7. Consignee agrees to receive any materials from other suppliers used in the consignment situation. Consignee agrees to complete a receiving report-off site form 409F2. Upon receipt of material from another Delphi Energy and Chassis Supplier, the Consignee must audit all receipts for correct part numbers and quantity. In addition, the Consignee must weigh or physically count minimum of one receipt per Vendor/Consignor per month. Any quantity discrepancies must be reported on the receiving report-off site form 409F2 and the PC&L contact should be notified immediately. After completing the receiving report-off site form 409F2, the Consignee will fax a copy of form 409F2 to the PC&L contact the same day. The consignee must attach all freight bills and bills of lading to the original copy of the receiving report-off site form 409F2 and mail to the PC&L contact in the applicable plant based on PC&L requirements. The Consignee will maintain a copy of the packing slip and receiving report-off site form 409F2 for 2 years.
8. Consignee agrees to provide a once/year certified (Notarized) inventory letter for the Delphi Energy and Chassis Physical Inventory. Type "A" Consignee inventory must be observed by Delphi Energy and Chassis personnel. Date for both inventory options to be determined by plant PC&L and communicated by Finance.
9. Consignee agrees to provide a completed 409F1 Form as the inventory date of the respective Delphi Energy and Chassis plant communicated in Note 1, Section 8.
10. Tools provided by Delphi for performance of an operation by Consignee remain the property of Delphi Chassis unless otherwise noted.
11. Consignee agrees to ship material directly to Delphi Energy and Chassis' Customers if the physical flow warrants. (See Plant WI on shipping).
12. Additional terms and conditions subject to negotiations.
13. Processor/Subcontractor returns all scrap material generated by the process to Delphi Energy and Chassis as part number originally received on Form 409F4 "Material Returned as Scrap from Outside Locations" unless otherwise instructed by plant PC&L contact
14. For non-conforming material from Delphi Energy and Chassis, the processor/subcontractor will contact the PC&L coordinator and the material should be returned to Delphi Energy and Chassis on a shipper stating the reason for return unless directed otherwise by the PC&L contact.

Supplier acknowledges that payment terms are strictly confidential and not to be disclosed to any third party whatsoever without the prior written consent of Delphi.

09/25/03 - Alteration to change price on Material Nos. 22112499 (Item 10), 22112500 (Item 20), 22145447 (Item 30), 22145863 (Item 40), 22146688 (Item 50), 22146933 (Item 60), 22146934 (Item 70), 22174912 (Item 80), 15037192 (Item 90), 22179010 (Item 100), 459020 (Item 110), 459021 (Item 120), 10064949

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DELPHI

Energy & Chassis Systems
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PARTS FINISHING GROUP INC
13251 STEPHENS RD
WARREN MI 48089

Requirements Contract

PO Number

550037344

Version

18-Aug-2005 14:29:38

Date Issued

23-Sep-2003

Item No.	Material No. Description	Plant
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Notes Continued:

(Item 130), 14031472 (Item 140), 14039405 (Item 150), 14082804 (Item 160), 1613479 (Item 170), 17982121 (Item 180), 17984499 (Item 19), and 17989560 (Item 200). kam

12/03/04 - Alteration to extend REQUIREMENTS CONTRACT and change price validity on Material 22112499 (Item 10), 22112500 (Item 20), 22145447 (Item 30), 22145863 (Item 40), 22146688 (Item 50), 22146933 (Item 60), 22146934 (Item 70), 22174912 (Item 80), 15037192 (Item 90), 22179010 (Item 100), 459020 (Item 110), 459021 (Item 120), 10064949 (Item 130), 14031472 (Item 140), 14039405 (Item 150), 14082804 (Item 160), 1613479 (Item 170), 17982121 (Item 180), 17984499 (Item 19), and 17989560 (Item 200). dmp

08/18/05 - Alteration to change payment terms from (ZMN2) to (ZCAD). cap

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113800

Energy & Chassis System
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Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Deliver to:

DELPHI ENERGY & CHASSIS SYSTEMS
HOME AVE OPERATIONS - IN01
DOCK S20
2701 HOME AVE.
DAYTON MI 45417

APPLIED TECH INDUSTRIES INC
50571 E RUSSELL SCHMIDT BLVD
CHESTERFIELD MI 48051

X 113604

9-23-05

Purchase Order

PO Number 450137420 Date Issued 15-Sep-2005
Version 16-Sep-2005 08:54:36 EST

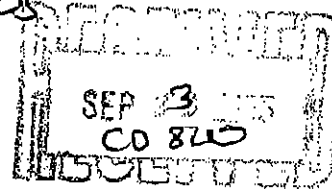
Delivery date: 23-SEP-2005

Vendor No: 1022660
DUNS No: 966858813

Payment Terms: 2/10 Net 30 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FCA Shipping Point



Item No.	Material No./Item Identifier No.	Description	Total Order Quantity	Plant	Requester
00010	PR10222759 00010		280.000	H401 DELPHI E & C HOME AVENUE	
	PLEB 22119713	CLEAN & REPAINT		PENROD, R	
		Delivery Date	Scheduled Quantity	Price	Price Unit UOM Value
		23-SEP-2005	280.000	0.73	1 PC 204.40
		Net Price Item Value			USD 204.40
00020	PR10222759 00020		705.000	H401 DELPHI E & C HOME AVENUE	
	PLEB 22219715	CLEAN & REPAINT		PENROD, R	
		Delivery Date	Scheduled Quantity	Price	Price Unit UOM Value
		23-SEP-2005	705.000	0.73	1 PC 514.65
		Net Price Item Value			USD 514.65
Total net value				USD	719.05

Notes:

Purchasing Contact: DeVilbiss, Rick
Phone: 937-455-7824
Fax: 937-455-9133

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORRER BLVD.
KETTERING OH 45420

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Energy & Chassis Systems

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APPLIED TECH INDUSTRIES INC
50571 E RUSSELL SCHMIDT BLVD
CHESTERFIELD MI 48051

Purchase Order

PO Number
450137420

Date Issued
15-Sep-2005

Version
16-Sep-2005 08:54:36 EST

Item No.	Material No.	Item Identifier No.	Total Order Quantity	Plant	Requester
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This Contract replaces previous contract # --.

IMPORTANT NOTICE TO SUPPLIERS:

PLEASE COMPLY STRICTLY WITH DELPHI'S ENVIRONMENTAL REQUIREMENTS AS STATED IN THE ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS / SUPPLIERS / VENDORS. A COPY OF THE ENVIRONMENTAL REQUIREMENTS IS AVAILABLE UPON WRITTEN REQUEST TO THE BUYER.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on www.delphi.com for further details.

Supplier agrees to make deliveries according to the agreed upon delivery date(s), and to pay to Buyer liquidated damages amounting to 1.00% of the contract price per week, for each week (or part thereof) of any delay. Additional charges incurred by the supplier to achieve agreed upon delivery date are the supplier's responsibility and will not be reimbursed by Delphi.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

If this is your first purchase order with Delphi under this DUNS number or your remittance information has changed, you need to establish a payment link with the following:

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Energy & Chassis System
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APPLIED TECH INDUSTRIES INC
50571 E RUSSELL SCHMIDT BLVD
CHESTERFIELD MI 48051

Purchase Order

PO Number 450137420 Date Issued 15-Sep-2005
Version 16-Sep-2005 08:54:36 EST

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant	Requester
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Notes Continued

Delphi Corporation EAG Disbursements Center
Vendor Name and Address Group
16 E. Judson St.
Pontiac, MI 48342-2205
Fax 602-797-6513
Attention: The UNA Work Group
Disbursements Supplier Relations Phone Number: (248) 874-4636

You will need to provide a copy of invoice or letterhead showing, company name, correct remittance and correspondence addresses, contract number and "ship from" DUNS number.

To request EFT Agreement forms go to Website at www.delphi.com <<http://www.delphi.com>> clicking on "suppliers" in the header, then click "supplier community portal" & then click on "supplier standards" on supplier page.

You can now view payment status on-line using E-DACOR. You may go to Website at www.delphi.com <<http://www.delphi.com>> clicking on "suppliers" in the header & "Information about payment visibility (e-DACOR-payment status)" on supplier page to find out how to get yourself set up.

Note: This order will pay on receipt. Please do not send an invoice unless specifically requested on the order. Do, however, send a month end statement of unpaid items and/or additional charges, i.e., freight, tax, setup, etc. to Delphi Automotive Systems Disbursements, P. O. Box 1550, Flint, MI 48501-1550. This is an invoice less system, which generates payment, based on receipt.

If P.O. is in error, please advise the buyer listed below before shipping.

PAYMENT ISSUES and QUESTIONS REGARDING SHIPPED MATERIAL SHOULD BE DIRECTED to DISBURSEMENT SERVICES at (248)-874-4636.

Do not bill sales or use tax on items delivered to locations within the states listed below. Delphi Automotive Systems, LLC ("DELPHI") holds direct pay authority with these states. As a result in all of the identified states DELPHI will remit directly to taxing authorities, all sales or use tax liability related to its purchase and use of tangible personal property and services. Therefore, effective immediately, this tax clause supersedes all tax code information found on this order except for those states not identified below. For those states not identified below, please continue to follow the specific tax code instructions found on this order. Listed below are Direct Pay Permit or Sales Tax License numbers for the eleven (11) states, or DELPHI locations within a state, where DELPHI holds direct pay authority:

Alabama -----805
New Jersey -----383-431-131/000
Georgia -----300-45870-8
New York -----DP-3487
Indiana -----1018702130011
Ohio -----98-0002667
Kansas -----98-0003a
Texas -----1-38-3431131-1
Michigan -----38-3431131

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Energy & Chassis System

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APPLIED TECH INDUSTRIES INC
50571 E RUSSELL SCHMIDT BLVD
CHESTERFIELD MI 48051

Purchase Order

PO Number

450137420

Date Issued

15-Sep-2005

Version

16-Sep-2005 08:54:36 EST

Item No.	Material No.	Item Identifier No.	Total Order Quantity	Plant	Requester
Description					

Notes Continued

WisconsinWDP-99-01-010037

Mississippi4375

If this order relates to a construction contract for real property, all applicable sales and use taxes are the responsibility of the contractor, and should be included in the contractor's bid as required pursuant to Section 7 of the DELPHI 1638 (8/00 Rev A), "Construction General Conditions", unless the responsibility for payment of sales & use taxes are otherwise specifically outlined in the contract.

Questions should be directed to: Delphi Disbursement - Customer Service Phone: (248) 874-4636
